



Downtown Improvement Grant Program

2020



Downtown Improvement Grant Program

Purpose

The purpose of this grant program is to assist with the growth and revitalization of the Downtown District in Dayton by promoting new development, business expansion, and renovation of existing buildings/businesses in accordance with the Unified Development Code (UDC), Building Code, or ADA Regulations.

Downtown TIRZ District



Eligible Grant Activities

- **Façade Improvements:** Improvements to the exterior of a building that are visible from public right-of-way. These improvements may include awnings, lighting, replacement of windows and doors, restoration of historical façade design elements that may be missing or in disrepair. Painting must be part of a larger project and will only be eligible if it enhances the façade and is not considered maintenance painting. Permanent exterior improvements that address significant code compliance issues with either UDC, Building Code or ADA regulations.
- **Signage:** Signage is only an eligible activity if part of a larger façade improvement activity. The maximum amount of grant funding that can be utilized towards signage is \$2,500.
- **Interior Renovations:** Permanent interior renovations that address significant code compliance issues with either UDC, Building Code, or ADA regulations. e.g. The installation of a grease trap, handicap accessible restrooms.
- **Parking Lot or Landscaping Improvements:** Parking lot resurfacing, striping, or curbing is only an eligible activity if part of a larger façade improvement activity. Landscaping and irrigation for landscaping is only an eligible activity if part of a larger façade improvement activity. Total expenditures on parking lot and landscaping improvements may not exceed 30% of the total grant project cost.

Eligibility

- A. All business buildings and facilities located within the Downtown Dayton TIRZ.
- B. The proposed project must comply with applicable regulations, city- approved planning studies, comprehensive plan designations, City Ordinances, Building Codes, and Americans with Disabilities Act Guidelines.
- C. All businesses and property must be current and provide DCDC with documentation providing they are current with all Ad Valorem and Sales Taxes.
- D. All businesses must be open a minimum of 30 hours per week, with at least 20% of those hours of operation occurring on weekends or after 5:30 pm on weekdays.
- E. Grants may not be used for refinancing existing loans, working capital, inventory, permits, inspections, security fencing or gates, home occupations, roof repair or replacement, interior remodeling, new construction, and routine maintenance.
- F. Grant funds are provided on a 50-50 match basis, and shall not exceed \$25,000.
- G. Proof of the applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.
- H. Businesses may not reapply for another grant until 36 months has elapsed from the completion and payment of previous grants. Subsequent grants cannot be awarded for anything completed during previous grants.

- I. If the property is sold or the business closes within 36 months of receiving grant funding, the grant funding shall be repaid to the Dayton Community Development Corporation.
- J. Grants shall not be awarded for work that is already completed or started, or for projects that have been awarded to contractors prior to grant approval.
- K. Grant applicants must supply at least 2 estimates for the entire grant projects, which shall include at least one local contractor, if applicable. Grant components may be broken out, but 2 estimates are required for each component. e.g. 2 sign estimates, 2 interior renovation estimates.

Guidelines

- A. Proof of the applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.
- B. Grants amounts shall be awarded based on the lowest estimate to complete the work. Grant applicants may choose to hire another estimator, but it shall not increase the amount of the grant.
- C. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the Dayton Community Development Corporation Board of Directors and after the applicant submits to the DCDC proof of paid receipts for all applicable labor and materials. Digital photographs of the completed work shall also be required.
- D. No grant funds shall be utilized to reimburse the property or business owner or their employees for any labor associated with the grant project.
- E. Grant funds shall be paid out directly to the applicant and not to any contractors. Grant applicants must submit a W-9 and any other required paperwork to the Dayton Community Development Corporation to be eligible for payment.
- F. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the DCDC Board of Directors. Thereafter, any modifications must first receive written approval by either the DCDC Board or the DCDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
- G. The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
- H. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all of the stated improvements shall render the applicant ineligible to receive grant funding.
- I. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the DCDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
- J. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the DCDC.

K. The applicant must complete the improvement project within six (6) months of receiving written approval from the DCDC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the DCDC Board of Directors, if substantial progress has been made on the project.

L. Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred and subsequently closes, within thirty-six (36) months after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the DCDC the grant money received.

M. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the DCDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirty (30) days after the DCDC notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the Dayton Community Development Corporation.

N. The applicant must certify that the applicant does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, with interest, at the rate of 10% per annum, within thirty (30) days after the DCDC notifies the applicant of the violation.

O. The DCDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the DCDC under paragraphs L, M, and N of this Section, and in such action may recover court costs and reasonable attorney's fees.

Application and Approval

A. Applications must be made on a form provided by the DCDC, which form shall be made available at the DCDC offices located at 801 Cleveland St., Suite B, Dayton, TX 77535 and on the DCDC website at www.daytontx.com.

B. The grant application must include:

- Request Letter describing proposed project and the need for grant funds.
- Establishment of business entity name (Copy of Article of Incorporation, dba, etc.)
- Certificate of Good Standing from the Texas Secretary of State
- Copy of Lease Agreement (if facility is leased)
- Legal description of subject property

- Vicinity map of subject property
 - Estimates of proposed improvements. This quote shall be utilized only for the purpose of determining the amount of grant needed for the project and any costs incurred in obtaining the quote shall be the responsibility of the applicant, not the DCDC.
 - Itemized work estimates which include details and information such as color samples of paint, fabric, sign material
 - Digital Picture of Property and the area to be improved
 - Notarized Seal on Application
 - Acknowledge that a sign will be placed at your property indicating it has been awarded grant funds from the Dayton Community Development Corporation
- C. All applications must be approved by the DCDC Board of Directors
- D. An applicant shall be notified, in writing or email, within (10) ten business days of the DCDC Board's decision to approve or disapprove its application.
- E. The DCDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the DCDC deems necessary or appropriate.
- F. The DCDC Board of Directors shall have sole discretion to accept or reject any application. Applications are submitted on a competitive basis and will be graded on but not limited to:
1. Those applicants that best match our Community Comprehensive Plans, including Downtown Revitalization Plan.
 2. Needs of the City of Dayton and DCDC.
 3. Those that will be beneficial for the growth of our Dayton's Economic Development.
- G. During the DCDC Board meeting to take action on the grant request by the APPLICANT, the board will conduct a Public Hearing which is followed by a 60-day public comment period. No reimbursements will be dispersed until the 60-day public comment period has passed. If public comments are received, the board will review and take any appropriate action.

Funding

- A. Upon notification to the DCDC by the applicant that a project has been completed, an inspection by a DCDC representative or representatives shall be made to confirm that such project has been completed in accordance with the application or any approved modifications thereto. Such notification shall include, but not be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens and claims regarding such work have been released, or any other item that the DCDC may reasonably deem necessary for determining the project's completion.

B. The DCDC agrees to distribute such funds to the applicant within sixty (60) days following the inspection required in paragraph (A) hereof, and confirmation of completion of the project in accordance with the application or any approved modifications thereto.

C. Within ten (10) business days following an inspection and the presentation of the receipts as provided in Section 6(A) above, and after a determination is made by the DCDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the Executive Director shall issue a letter to the applicant indicating any and all areas of non-compliance. The applicant shall then have sixty (60) days, from the date of such letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty-day period shall be deemed a default of applicant's obligations under the grant, and the applicant shall be ineligible to receive grant funding.

D. Available funding: The DCDC has budgeted \$50,000 for the current fiscal year (October 1 to September 30) to fund downtown improvement grants. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The DCDC retains sole discretion to accept or reject applications received after the available funding has been exhausted.

Miscellaneous

A. THE DAYTON COMMUNITY DEVELOPMENT CORPORATION SHALL DELIVER A COPY OF THESE GUIDELINES TO ANY APPLICANT FOR HIS/HER REVIEW AND THE DELIVERY HEREOF DOES NOT CONSTITUTE AN OFFER OF A BUSINESS IMPROVEMENT GRANT TO THE APPLICANT.

B. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM. IF ANY PROVISION OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM IS HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED THERE.

**ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA
FOR DOWNTOWN IMPROVEMENT GRANT PROGRAM BY THE DAYTON COMMUNITY DEVELOPMENT
CORPORATION**

Applicant:

Address:

Phone No.:

Signature:

Property Owner/Landlord:

Address:

Phone No.:

Signature:



**APPLICATION
for
DOWNTOWN IMPROVEMENT GRANT PROGRAM**

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to the Dayton Community Development Corporation, hereinafter referred to as "DCDC", this application for consideration of a Downtown Improvement Grant under the provisions of the DCDC's Downtown Improvement Grant Program.

As part of this application, the APPLICANT represents to DCDC the following:

1. APPLICANT has received a copy of the DCDC's Guidelines and Criteria for the Downtown Improvement Grant Program. APPLICANT acknowledges to DCDC that in making this application, APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of DCDC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of DCDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, "Application for Downtown Improvement Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that DCDC may rely thereon as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.

DOWNTOWN IMPROVEMENT GRANT PROGRAM



4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Downtown Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the DCDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the DCDC. The form of such payment shall be a cashier’s check or money order, made payable to the Dayton Community Development Corporation. The DCDC has the right to recover court costs and reasonable attorney’s fees as a result of any civil action required to recover such repayment.
6. Prior to APPLICANT’S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the Downtown Improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.
7. APPLICANT and owner/landlord indemnify, defend, and hold DCDC harmless from any liability, injury, claim, expenses, and attorney’s fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
8. DCDC has delivered a copy of the guidelines and criteria for a Downtown Improvement grant program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.
9. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the Downtown Improvement grant program. If any provision of this application for Downtown Improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.

Contact Information

Company Name:

Federal Tax ID#: _____

Primary Contact Name: First Name: _____ Last Name: _____

Contact Title:

Mailing Address:

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Mobile: _____

Email Address: _____

Website: _____

Description of Business Activity: _____

NAICS: _____ Company Age: _____

Hours of Operation: _____

Project Information

Project Type: (multiple may be selected)

_____ Façade Improvements _____ Signage _____ Parking Lot/Landscaping

_____ Interior Renovations

Project Address: _____

City: _____ State: _____ Zip: _____

DOWNTOWN IMPROVEMENT GRANT PROGRAM



Will the Project Property Owned or Leased? _____ Owned _____ Leased

Lease Rate: _____/sf SF Leased: _____ Term of Lease: _____

Landlord: _____

Address of Landlord: _____

Landlord Phone Number: _____

New or Existing Business: _____ New _____ Existing

Number of Existing Employees: _____ Full-Time _____ Part-Time

Number of New Employees: _____ Full-Time _____ Part-Time

Description of the Project: _____

Estimated Start Date: _____ Estimated Completion Date: _____

Overall Project Cost Estimate: _____

Other Documentation

Please attach a separate document providing a legal description of the property upon, which the contemplated improvements will be located.

Please attach a vicinity map locating the property within the City of Dayton.

Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements.

Please attach a letter addressing the need for the project as well as need for the DCDC grant funds.

Please attach at least 2 estimates for grant projects, which shall include at least one local contractor, if applicable. Grant components may be broken out, but 2 estimates are required for each component.

Verification

I (We), the undersigned APPLICANT(S), certify that all the information furnished DCDC has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Dayton Community Development Corporation may or may not grant a Downtown Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Dayton Community Development Corporation on this, the _____ day of _____, 20____.

Applicant: _____

Signature: _____

Address: _____

Phone Number: _____

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared

_____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

DOWNTOWN IMPROVEMENT GRANT PROGRAM



Co-Applicant: _____

Signature: _____

Address: _____

Phone Number: _____

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared

_____, known to me to be the persons whose

names are subscribed to the foregoing instrument, and acknowledged to me and that they

executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

DOWNTOWN IMPROVEMENT GRANT PROGRAM



Property Owner/Landlord: _____

Signature: _____

Address: _____

Phone Number: _____

The State of Texas
County of Liberty

Before me, the undersigned authority, on this day personally appeared

_____, known to me to be the persons whose

names are subscribed to the foregoing instrument, and acknowledged to me and that they

executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____